

EXHIBIT "II"
SUBSCRIPTION AGREEMENT

WHEREAS: The undersigned employer, performing work within the craft jurisdiction of IBEW Local #332, AFL-CIO, has employees performing electrical maintenance work; and

WHEREAS: Said employer requires that its employees performing electrical maintenance work be trained by the Santa Clara County Electrical Trades Apprenticeship Training Committee; and

WHEREAS: The undersigned employer has applied for and received from the Santa Clara County Electrical Trades Apprenticeship Training Committee certification approving it for employment and training of apprentices under its duly approved apprentice standards as required by Section 1777.5 of the Labor Code of the State of California.

SO NOW IT IS HEREBY AGREED as follows:

1. Apprentices of employer doing electrical maintenance work shall be trained by the Santa Clara County Electrical Trades Apprenticeship Training Committee pursuant to the duly approved Apprenticeship standards as required by Section 1777.5 of the Labor Code of the State of California.
2. The undersigned employer agrees to employ no more than one (1) apprentice to every three (3) journeymen upon work.
3. The undersigned employer agrees to pay on behalf of hours worked by all electrical employees in the following classifications:
 - a. Apprentice Electrician;
 - b. Electrician;
 - c. Senior Electrician;
 - d. Electrician Foreman;

Contributions to the Santa Clara County Electrical Trades Apprenticeship Training Trust Fund (Trust Fund) at the rate provided for the applicable Memorandum of Agreement with IBEW Local #332 and the City of San Jose.

4. All payments due to said Trust Fund shall be due and payable at the offices of the Santa Clara County Electrical Trades Training Trust Fund, 2075 Camden Avenue, San Jose California 95124, quarterly, on or before the 5th day of the second month following the last month of each calendar quarter (e.g., the payment for a quarter ending December 31, 1980, would be due on or before February 5, 1981). The first quarter for which such payment shall be made is October 1, 1980, to December 31, 1980. Each such quarterly payment shall be for work performed in each bi-weekly pay period of the City of San Jose, which ends during that quarter.
5. In respect to all payments the Trust Fund as provided in paragraph 4 above, time is of the essence. The parties hereto recognize and acknowledge that the prompt payments of amounts due by the employer pursuant to this agreement are essential to the maintenance and effect of the Trust Fund, and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to the parties hereto and to the Trust Fund which would result from the failure of an employer to make the quarterly payments in full within the time provided. Therefore, it is agreed that the amount of damages to the Trust Fund and to the parties hereto resulting from any such failure shall be by way of liquidated damages, and riot assessment or penalty, the sum of twenty-five dollars (\$25.00) for each such failure to pay in full within such time limits provided, or ten percent (10%) of the amounts due and unpaid, whichever is the greater, which said amount or amounts of liquidated damages shall become

due and payable to the Fund at its principal office, upon the day immediately following the date on which the employer became delinquent and shall be added to and become a part of the amount or amounts due and unpaid, and the whole thereof shall bear interest at the rate of seven percent (7%) per annum until paid.

In the event an action is brought under this contract by one party against the other, the prevailing party in whose favor final judgment is rendered shall be entitled to recover from the other its costs of suit and reasonable attorney fees, to be fixed by the Court in which such judgment is entered.

6. It is understood and agreed by and between the parties hereto that this agreement shall be deemed and construed to be entered into and to be performed in the County of Santa Clara, State of California, and it is further understood and agreed by and between the parties hereto that the law of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this agreement and also govern the interpretation of this agreement. It is also understood and agreed between the parties hereto that any litigation between them concerning or arising out of this agreement shall be filed and maintained exclusively in the Municipal or superior courts of Santa Clara County, State of California, to the fullest extent permissible by law.
7. Employer shall have the right to terminate this agreement upon thirty (30) days' notice to the Trust Fund at 2075 Camden Avenue, San Jose, California.

IN WITNESS WHEREOF the parties have subscribed, or cause to be subscribed, their names by their officers or representatives thereunto duly authorized on this 30 day of September, 1980.

**CITY OF SAN JOSE,
A MUNICIPAL CORPORATION**

S/By Helen E. Jackson
City Clerk
Employer

**SANTA CLARA COUNTY ELECTRICAL
APPRENTICESHIP TRAINING TRUST**

S/By Paul R. Leslie, Chairman
Trustee

S/ By James W. Evans